



REQUEST FOR PROPOSAL

FOR

EMPANELMENT CUM RATE CONTRACT WITH OEMS FOR SAFES & STRONG ROOM DOORS WITH ACCESSORIES FOR BRANCHES/ OFFICES (PAN INDIA)

RFP No: CO/SECY/EMPNL/2022-23/87/57 DATED 27 MAY 2022

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BUSINESS SUPPORT DEPARTMENT, CENTRAL OFFICE, CHANDERMUKHI BUILDING, NARIMAN POINT, MUMBAI - 400021

TABLE OF CONTENTS

SR No	DESCRIPTION	PAGE No					
1.	RFP details	3					
2.	Authority to submit Bids, Pre-Bid Meeting, Bank's Right to issue	4					
	Clarifications, Addendums, Corrigendum etc, Submission of Proposal						
3.	No erasures or alterations, Right to Accept/Reject any/or all Application, Eligibility Criteria for short listing (Pre- Qualification), Make In India/ Startup/ MSE/ Neighboring Country Clause						
4.	Execution of Work & Liquidated Damages, Annual Maintenance Contract,	6					
	Testing of Strong Room Door by the Bank						
5.	Earnest Money Deposit (EMD), Opening of Offers, Contact personnel,	7					
	Inspection of Facilities, Validity of Technical Bid & Penal Clause,						
	Evaluation Process						
6.	Force Majeure, Criteria for Application Rejection/ Cancellation of	8					
	Registration, Settlement of disputes and arbitration						
7.	Warranty, Availability of Spares, Insurance against accident/ death etc. to	9					
	workmen,						
8.	Guidelines for the OEM, Single Point of Contact & Direct Support, Set-off,	10					
	Covenants of the Successful Bidder, Indemnity,						
9.	Termination	11					
10.	Governing Laws, Pre-Contract Integrity Pact	12					
11.	Annexure I - Submission of offer & Self-declaration	13					
12.	Annexure II - Original Equipment Manufacturer's (OEM) Profile	15					
13.	Annexure III - Eligibility Criteria for short listing (Pre-qualification)	17					
14.	Annexure III-A - Purchase preferences	18					
15.	Annexure III-B - Neighbouring Country Clause	19					
16.	Annexure IV - Technical Assessment Form	21					
17.	Annexure V-A - Specifications of Safe	22					
18.	Annexure V-B - Specifications of Strong Room Door	23					
19.	Annexure VI - Commercial Bid	24					
20.	Annexure VII - Pre-Contract Integrity Pact	25					

CENTRAL OFFICE CHANDERMUKHI BUILDING, NARIMAN POINT MUMBAI - 400021

RFP FOR EMPANELMENT CUM RATE CONTRACT WITH OEMs FOR SAFES & STRONG ROOM DOORS WITH ACCESSORIES FOR BRANCHES/OFFICES (PAN INDIA)

Background

- 1. Central Bank of India, a Public Sector Bank, is one of the oldest and largest commercial banks in India based in Mumbai. The Bank has more than 4500 branches, spread across 27 Indian states and 3 Union Territories.
- 2. The Bank invites proposals for the conclusion of Empanelment cum Rate Contract with OEM for strong Room Doors with accessories at branches/offices (pan-India). The vendors are requested to quote/ offer their best price.

3. Confidentiality:

This document is meant for the specific use by the Company/ person(s) interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. Central Bank of India expects the bidders or any person acting on behalf of the bidders to strictly adhere to the instructions given in the document and maintain confidentiality of information. The bidders will be held responsible for any misuse of the information contained in the document and liable to be prosecuted by the Bank. In the event of such a circumstance is brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.

Sr No Description Remarks A. RFP No. and Date CO/SECY/EMPNL/2022-23/87/57 dated 27 May 2022 Name of the work & Scope Empanelment cum Rate Contract of firms for the supply B. and installation of Safes & Strong Room Doors (SRD) with accessories for Branches/Office of the Bank PAN India basis C. ₹ 5000/- (Rupees Five thousand only) by DD favouring Cost of application/ tender document (Non-refundable) Central Bank of India, payable at Mumbai. DD should be enclosed in the Technical Bid. Application without the DD shall be rejected. MSEs/others as per the policy (not being start-ups) are exempted from payment of Tender Fee. Availability of forms Tender may be down loaded from the Bank's web site D. www.centralbankofindia.co.in or from the CPPP Portal. Date and Time for floating of tender 02 Jun 2022 E. F. Pre Bid Meeting 1230 Hrs on 15 Jun 2022 Time and last date of Up to 1500 H on 05 Jul 2022 G. submission of Tender Date, Time and Place of opening of 1530 Hrs on 05 Jul 2022 H. Tender General Manager, Business Support Department, Central Address for submission of tender, I. Bank of India, Central Office, Chandermukhi, 16th Floor, contact person, telephone No. Nariman Point, Mumbai - 400 021. Tel. No. 022 6638 7874 or 6638 7666 **₹10 lakhs** - DD/BG of any Bank other than Central Bank J. Earnest Money Deposit (BID SECURITY) favouring the Bank, Mumbai Valid for three months. MSEs/other as per the policy (not being start-ups) are exempted from payment of Bid Security. * EMD of the Firms who are already empanelled with

4. **RFP DETAILS**

-		
		Central Bank of India for the Security Equipment and have
		submitted the EMD with the Bank will be considered for
		this RFP.
V	Tampa of normant of Dilla	
К.	Terms of payment of Bills	Against supply and installation of Safe/ SRD by the Branch
		concerned
L.	Stipulated time for completion of	8 weeks from the date of Supply Order
	the work/supply	
М.	Validity period of the Price Bid	180 days from the date of opening of Commercial Bid
N.	Electronic Payment	Payment shall be made by way of NEFT. Firm should
		furnish details of the Bank A/c No, IFSC code etc.
0.	Escalation of price	No escalation permitted. Prices shall be firm & fixed.
Р.	Warranty and after Sales service	•Warranty - Should be of minimum one (1) year or
	support	specified by the company if more than one (1) year.
		• After Sales service support - for 10 years after warranty.
Q.	Performance Bank Guarantee	3% of the contract amount (1426 Safes and 1451 SRDs
		likely to be procured during the period of empanelment of
		3 years). The PBG shall be valid till 60 days after the
		expiry of all contractual obligations including warranty.
		BID SECURITY shall be refunded on furnishing the Bank
		Guarantee.

5. The empanelment would be for 3 years (with a Rate Contract for a period of 1 year) extendable for a further period of 2 years with mutual consent. During the tenure of empanelment, each year, rates would be invited for the Rate Contract and fresh Rate Contract will be concluded with Two of the empaneled vendors each year. The order/ quantity shall be distributed between two vendors in 60:40 Ratio, provided the L2 vendor agrees to match the price and other terms and conditions quoted by L1 vendor. Bank's Zonal/ Regional Offices will place a Work Order upon the firm for supply & installation of Safe/ SRD with accessories, WITH OR WITHOUT BUYBACK, as and when required.

6. Authority to submit Bids

- a. Only authorized personnel of the firm/ organization shall sign the Bid. The proposal must be accompanied with a 'Letter of Undertaking' duly signed by an 'Authorized Signatory'. The letter should indicate the complete name and designation of the signatory. Necessary resolution/authority/ Power of Attorney available shall be enclosed.
- b. In case the Principal Vendors authorize their business partners or authorized distributors to bid on their behalf, a separate 'Authorization Letter' along with a commitment to fulfill the terms of tender should be submitted. One firm or organization cannot quote on behalf of multiple manufacturers. Further if a particular machine is marketed by one or more firms, only one firm should respond to the tender for that particular model.

7. Pre-Bid Meeting

- a. Prospective bidders are requested to submit their points for clarification during pre-bid meeting at under mentioned E-mail address till 1 day prior to the Pre-Bid meeting: smcosecurity@centralbank.co.in/ agmsecuritycso@centralbank.co.in
- b. It may be noted that no queries of any bidder shall be entertained post the pre-bid meeting.
- c. Further "Addendum", if required, shall be placed on Bank's website/ CPPP only and the bidder has to refer the same before final submission of the offer.
- 8. Bank's Right to issue/seek Clarifications, Addendums, Corrigendum etc.

Bank can at any time issue clarifications, addendums or corrigendum. The same will be published in the Bank's website and the CPPP Portal. The applicants are requested to regularly visit the Bank's website.

9. Submission of Proposal

- a) The offer will be submitted in a sealed envelope super-scribing "RFP for Supply & Installation of Safes & Strong Room Doors with/without accessories" to our Central Office, Chandermukhi building, 16th floor, Nariman Point, Mumbai - 400021, on or before the date & time mentioned above.
- b) Bidder must sign each page of document submitted failing which the application is liable to be rejected. The proposal received after the time of submission or without technical specification form would be rejected.
- c) The Technical Bid should comprise of the following:
 - (i) Covering letter in the prescribed format as mentioned in <u>Annexure I</u>.
 - (ii) OEM's profile as per <u>Annexure II</u>.
 - (iii) Certificate from OEM (Original Equipment Manufacturer) that they would supply spare parts for the quoted model for minimum next 5 years. Letter from OEM will be in original (Hard copy), no Xerox/ mail print is acceptable. In absence of this, the offer will be rejected.
 - (iv) Documentation (Product Brochures, leaflets, manuals etc.).
 - (v) Details of reference sites as per including relevant completed work certificates.
 - (vi) Confirmation regarding compliance to the Technical Specifications through the Technical Assessment Form. The offer without this form will be liable to be rejected.
 - (vii) The offer from the supplier should be for approved Make and Model only. The Bank reserves the right to reject any offer with multiple options.

10. No erasures or alterations

Technical details must be completely filled up. Corrections or alterations, if any should be authenticated. All the pages should have Page Numbers marked in sequence to enable the **Technical Evaluation Committee to find out and mark the document.** Every page of the submitted tender must have company seal & must be signed by the authorized person.

11. Right to Accept/Reject any/or all Application

Bank reserves the right to accept/ reject any or all application and to annul the empanelment process and accept/reject all applications at any time prior to registration (till the time of execution of contract with the selected bidder/s) or any time after registration, without thereby incurring any liability to the affected applicants or any obligation to inform the affected applicants of the grounds for Bank's action.

12. Eligibility Criteria for short listing (Pre-Qualification)

The Eligibility Criteria for short listing of the Vendors is detailed as **Annexure III**.

- Manufacturers who are presently on the Bank's panel FOR SRD (either permanent or temporary) are required to apply afresh.
- Bank reserves right to cancel or withdraw the RFP or to select/reject any or all tender applicants received without assigning any reasons therefor.

13. Make In India/ Startup/ MSE/ Neighboring Country Clause (Ref: <u>Annexures III A & B)</u>

a. Only **local suppliers** will participate in the bidding process as applicable under the orders issued by Govt. of India namely Public Procurement (Preference to make in India) Order 2017 as revised

from time to time. Ref: PPP-MII Order dated 16.09.2020 (Order number P-45021/2/2017-PP (BE-II) and as amended time to time.

- b. No exemptions/relaxation shall be given to the STARTUP. (Ref: As defined in the Gazette notification No DL-33004/99 dated 11.04.2018 of Ministry of Commerce and Industry and as amended time to time).
- c. The exemptions/relaxation of Tender Fee/ EMD & Annual Turnover shall be given to MSEs which are not a STARTUP. (Ref: Gazette notification No DL-33004/99 dated 23.03.2012 as amended time to time)
- d. The clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India shall be adhered to.(Ref: Order No F.No.6/18/2019-PPD, Ministry of Finance, Department of Expenditure).

TERMS & CONDITIONS

14. The specifications of Safes & Strong Room Doors (SRD) are placed as Annexure IV.

15. Execution of Work & Liquidated Damages

- a. The supply and installation of Safe/ SRD is to be completed within the stipulated time commencing from the date of acceptance of the Work Order issued by the Bank.
- b. Any delay in completion of the work over the stipulated period will attract penalty of ₹ 1000/- per week or part thereof, per site upto a maximum of 10% of the Contract Value. Bank reserves the right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the company/vendor.
- c. The Bank may however, extend the time of completion on force majeure conditions or for any reasons beyond the control of the contractor. However, the contractor has to inform/request in writing for any extension quoting reasons therefore.
- d. The contractor agrees and considers that the liquidated damages set out hereinabove are fair and reasonable and that he will not raise any objection or dispute with regard to the exercise by the bank of the right to the liquidated damages.
- e. The subject RFP stipulates submission of bid for Prequalification cum Technical Bid. The committee formed by the Bank will evaluate the offer submitted through visits to the manufacturing facility among other evaluation parameters. The Committee will look into various parameters and thereafter clear the eligible agencies for the next stage who are fulfilling the criteria mentioned in the RFP.
- f. No bid will be accepted after the expiry of the time notified for receiving tenders under any circumstances whatsoever.
- g. The bids will be opened at above address at the scheduled date and time.

16. Annual Maintenance Contract (AMC)

AMC support for the Electronic Gadgets & Systems provided as additional features to the Safe & SRD has to be provided by the firm for Four (4) years post completion of the warranty period of minimum One year. This is applicable to the items supplied to the Bank by the empaneled vendor.

17. Testing of Safe/ Strong Room Door by the Bank

a. The company should give its written consent for the Bank to test one Safe/ SRD out of every 50 Safe/ SRD respectively supplied to the Bank by the company and to replace the Safe/ SRD to be tested with a new equipment of the same class prior to the test free of cost of whatsoever nature.

- b. The company should also give its written consent to bear the cost of transporting the Safe/ SRD to be tested from the Branch to the testing venue and bear the cost of testing charges to the testing agency.
- c. The burglary resistance test shall be carried out by any of the Test Houses accredited to or approved by the Bureau of Indian Standards chosen at the discretion of the Bank.
- d. In case any of the newly-supplied Safe/ SRD is cut or broken successfully by burglars, testing will be carried out immediately even without waiting for achieving target of 50. If the Security Equipment fails the test, Contract with the vendor will be cancelled immediately.

18. Earnest Money Deposit (EMD)

The bidder has to submit Earnest Money Deposit of $\mathbf{\overline{t}}$ **10,00,000/-** (**Rupees Ten Lakhs only**). The EMD of unsuccessful bidder shall be refunded after completion of submission process and the EMD of the selected vendor shall remain with the Bank as Security Deposit during the period of empanelment for which no interest will be paid on the EMD. Earnest money paid by contractor shall be forfeited if the empanelled bidder fails to comply with the terms and conditions of the RFP document. The MSEs as per the policy (not being start-ups) are exempted from payment of EMD.

19. **Opening of Offers**

Application will be opened at Bank's Central Office on by the Committee of Executives/ Officers at the stipulated date/time. The Bidders/ their representatives(s) may be present at the time of opening of the Technical Bid Offers. The Technical Bid offers will be opened at the time and date stipulated above irrespective of the number of bidders or their representatives present. <u>No separate intimation</u> will be sent in this regard to the Bidder for deputing their representatives unless a change is observed.

20. Contact personnel

- Lt Cdr Vinod Sunotra
 Sr Manager Security
- Mr Satyen Hadawale Manager Security
- Phone 022 6638 7874
- Email smcosecuriy@centralbank.co.in

21. Inspection of Facilities

The applicant should not have any objection to bank inspecting their manufacturing/ R&D /other infrastructure or any office to verify documentary/ other claims as per application process. Bank may also hold inquiries from past/ existing clients of the applicant.

22. Validity of Technical Bid & Penal Clause

The Technical Bid must be valid for period of Ninety (90) days from the last date for submission of the offer. If at any point of time, vendor is found to be supplying inferior material not confirming the prescribed technical specification and unsatisfactory services in terms of the provisions of the RFP, Bank shall initiate steps as per terms of the contract with information to all PSU Banks/ IBA/ RBI.

23. **Evaluation Process** Offers will be evaluated in the following stages:

- a. **Stage I** Offers will be evaluated by committee against the stipulated qualification criteria. Offers not found compliant will be rejected.
- b. **Stage II** A technical evaluation of proposals will be carried out. Offers received without fulfilling the conditions mentioned in Pre-Qualification Criteria & <u>Annexure V</u> (Technical Assessment Form) and the following conditions, shall not be evaluated:
 - i. If offer is incomplete and/or not accompanied by all stipulated documents. However clarification may be sought by the bank.

- ii. If any of the terms and conditions stipulated in this document is not accepted and letter as per the given Annexures are not submitted.
- c. Stage III Firms qualifying the Technical Assessment Stage would enter the Commercial Bid opening stage. Commercial Bids will be opened on the specified date/ time. Format of the Commercial Bid is placed as <u>Annexure VI</u>. THE H1 BIDDER WOULD BE BARRED FROM PROCEEDING AHEAD TO THE REVERSE AUCTION (RA) STAGE IN CASE OF RECEIPT OF 3 OR MORE BIDS. IN CASE OF 2 BIDS BOTH WILL BE ALLOWED TO PROCEED TO RA STAGE.
- d. Stage IV Reverse Auction Process would be conducted by the Bank's Empanelled Service Provider. L1 & L2 BIDDERs WOULD BE IDENTIFIED BASED UPON THE TOTAL COST OF OWNERSHIP, I.E. SAFE/SRD RATE MINUS BUY BACK PRICE. The order/ quantity shall be allocated between two vendors. The order will be distributed in 60:40 Ratio, provided the L2 vendor agrees to match the price and other terms and conditions quoted by L1 vendor.
- e. **Comparison with GeM Portal for Rates** As per the Govt guidelines, the Procurement of Goods and Services from the Government e-Marketplace (GeM) portal is mandatory for the products/ services available on GeM. For the items which are available on GeM portal, the rates obtained post Reverse Auction would be compared with the GeM Rates. If the prices post RA are less than of GeM Portal price, then procedure as per the Bank's Procurement Policy would be followed.

24. Force Majeure

- a. If at any time during the currency of the contract, the performance in whole or in part by either party or any obligation under the contract shall be prevented or delayed by reasons of any war, hostilities, acts of God, Public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, then, provided notice in writing of the happening of the any such events is given by either party to the other within 15 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate their contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance.
- b. The whole or any part of the Party's obligations under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If force majeure event continues beyond the period of three (3) months the parties shall hold consultation to resolve the problem satisfactorily.

25. Criteria for Application Rejection/ Cancellation of Registration

- a) Any effort by an applicant/ registered applicant to influence Bank's decisions on evaluation and registration process may result in rejection of application or cancellation of registration.
- b) Applications received by the Bank after the last date and time prescribed for receipt of application or applications without signature of person (s) duly authorized on required pages of the application or applications without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the applicant shall be rejected.
- c) Malpractice/attempt to influence/manipulation shall be viewed very seriously. If such a situation comes to the notice and/or there are reasons/ circumstances for the Bank to believe so, the concerned applicant will be called in to give justification. If they are not able to give a proper/satisfactory justification their Bid will be rejected.
- d) If continuous poor performance has been observed.
- e) Any other grounds as decided by the Bank's Management after due diligence.

26. Settlement of disputes and arbitration

- a. Should any dispute or difference of any kind whatsoever arise between the Bank and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or differences by mutual consultation.
- b. If after 30 days from the initiation of the dispute, the parties fail to resolve their disputes or difference by such mutual consultation, then either the Bank or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute. No arbitration in respect of this matter may be commenced unless such notice is given.
- c. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be settled in accordance with the Arbitration and Conciliation Act, 1996. For this all the questions, disputes or differences arising under and out of, or in connection with this RFP or the subsequent contract, both the parties shall appoint sole arbitrator with mutual consent. In case, both the parties fail to agree on the name of the sole arbitrator within a period of 30 days from the lapse of 30 days as mentioned above, every party shall appoint one arbitrator each. Both the arbitrators so appointed shall appoint the third arbitrator with mutual consent. The panel of the three arbitrators so appointed will decide the dispute/s referred to them. The award given by the panel shall be final and binding on the parties. Arbitration and Conciliation Act, 1996 shall apply to the arbitration proceeding and the venue of arbitration shall be in Mumbai.
- d. The Language of Arbitration will be English. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, The SERVICE PROVIDER will be expected to continue the facilities management services and the Bank will continue to pay for all products and services that are accepted by it, provided that all products and services are serving satisfactorily, as per satisfaction of the Bank. The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- e. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligation under the contract unless they otherwise agree and the Bank shall pay the supplier any monies due to the supplier unless the dispute is relating to such payment.

27. Warranty

- a. Warranty would be against faulty design/ material/ components/ workmanship giving rise to replacements. Failure to make-up the deficiency shall automatically attract invocation of the Bank Guarantee/or retention money.
- b. Warranty should be valid for a period of minimum <u>one year</u> from the date of installation.
- c. In the case of failure of the successful bidder to cover up the deficiency or make-up any breakdown within the above period, the bank shall be free to get the same work done through other agencies, and the cost shall be debited to the original manufacturer, to be recovered from the amount of Bank Guarantee/retention money.

28. Availability of Spares

Spares for the product offered should be available for at least Ten (10) years.

29. Insurance against accident/ death etc. to workmen

Before commencing the execution of the Works on the Site, the Vendor shall insure at its expense, against any damages or compensation to its workmen for injury or death and shall continue such insurance during the whole of the time that any persons are employed by it on the Works and shall produce to the Bank such policy of insurance and the receipt for payment of the current premium. Provided always that in respect of any persons employed by any supplier, the vendor's obligation to insure as aforesaid under this Clause shall be satisfied if the supplier shall have insured against the liability in respect of such persons in such manner that Bank is indemnified under the policy, but the vendor shall ensure that such supplier shall produce to the Bank, when required, such policy or

insurance and the receipt for payment of the current premium. All insurance policies shall include a waiver of subrogation in favour of the Central Bank of India.

30. Guidelines for the OEM

- a) Documents of Manufacturing license/ GST Registration of the factory need to be submitted for verification.
- b) BIS Product Certification copies to be attached as per the specifications.
- c) Vendor will be responsible for non-genuine products. Audit for Banks whether actual material is provided or not needs to be done by OEM, as and when required by Bank, without any additional cost, as a service support to Bank.

31. Single Point of Contact & Direct Support

The bidder should provide the details of single point of contact and also escalation matrix for support.

32. Set-off

- Without prejudice to other rights and remedies available to the Bank, Bank shall be entitled to set-off or adjust any amounts due to Bank under this project from the Service Provider against payments due and payable by Bank to the Service Provider for the services rendered.
- The provisions of this Clause shall survive even after termination of the Agreement.

33. Covenants of the Successful Bidder

- a) The successful bidder shall deploy and engage suitably experienced and competent personnel as may reasonably be required for the performance of the services. During the currency of project, the successful bidder shall not substitute the key staff identified for the services.
- b) The successful bidder shall forthwith withdraw or bar any of its employee/s from the provision of the services if, in the opinion of the Bank:-
 - The quality of services rendered by the said employee is not in accordance with the quality specifications stipulated by the Bank; or
 - The engagement or provision of the services by any particular employee is prejudicial to the interests of the Bank.
- c) All employees engaged by the successful bidder shall be in sole employment of the successful bidder and the successful bidder shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the Bank be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the Service Provider.

34. Indemnity

- a) The successful bidder shall, at its own expense, indemnify, defend and hold harmless the Bank and its officers, directors, employees, representatives, agents respective directors, and assigns from and against any and all losses and liability (including but not limited to liabilities, judgments, damages, losses, claims, costs and expenses, including attorney's fees and expenses) that may be occurring due to, arising from or relating to:
 - A breach, non-performance or inadequate performance by the successful bidder of any of the terms, conditions, covenants, representations, undertakings, obligations or warranties under this Agreement ; or
 - The acts, errors, representations, misrepresentations, willful misconduct or negligence of the successful bidder, its employees in performance of its obligations under this Agreement; or
 - Any deficiency in the services of the successful bidder or

- Violation of any applicable laws by the successful bidder, its agents, employees, representatives etc.
- b) In the event of successful bidder not fulfilling its obligations under this clause within the period specified in the notice issued by the Bank, Bank has the right to recover the amounts due to it under this provision from any amount payable to the vendor under this project.
- c) The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this agreement.

35. Termination

- a) Violation of terms and conditions mentioned in this RFP will render the firm's empanelment liable to be terminated.
- b) In case any of the newly-supplied Safe/ SRD is cut or broken successfully by burglars, testing will be carried out immediately even without waiting for achieving target of 50. If the Security Equipment fails the test, Contract with the vendor will be cancelled immediately. Ref: Clause 17.
- c) If the firm fails to supply the Security Equipment within the stipulated time on 3 occasions, except force majeure conditions, then the firm will be liable for termination.
- d) Bank shall have the option to terminate this RFP **AND/OR** any subsequent agreement and/ or any particular order, in whole or in part by giving Vendor at least 30 days prior notice in writing. It is clarified that the Vendor shall not terminate this RFP & the subsequent Agreement for convenience.
- e) However, the Bank will be entitled to terminate this RFP and any subsequent agreement, if Vendor breaches any of its obligations set forth in this RFP and any subsequent agreement and
 - Such breach is not cured within thirty (30) Working Days after Bank gives written notice;

OR

- If such breach is not of the type that could be cured within Thirty (30) Working Days, failure by Vendor to provide Bank, within Thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank.
- f) This RFP and subsequent Agreement shall be deemed to have been terminated by either Party one day prior to the happening of the following events of default:
 - The other Party becomes unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof.
 - A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the other Party and such appointment continues for a period of twenty one (21) days.
 - The other Party is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the other Party; or
 - The other Party becomes the subject of a court order for its winding up.
- g) The Bank, by written notice of default sent to the Vendor, may terminate this Contract in whole or in part without prejudice to any other remedy for breach of Contract if the Vendor fails to deliver any or all of the Design, Goods, Works and Services, within the period(s) specified in the Contract or within any extension thereof granted by the Bank.
- h) Upon the termination or expiry of this RFP and subsequent Agreement: The rights granted to Vendor shall immediately terminate.
- i) In the event of Bank terminating the Contract in whole or in part, the Bank may, among other applicable remedies, procure Goods, Works or Services similar to those undelivered upon such terms and in such manner as it deems appropriate, and hold the Vendor liable to the Bank for any

excess costs for such similar Goods, Works or Services. However, the Vendor shall continue to perform the Contract to the extent not terminated.

36. Governing Laws

The subsequent contract shall be governed and construed and enforced in accordance with the laws of India applicable to the contracts made and to be performed therein, and both Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this Agreement, only the courts in Mumbai shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

37. **Pre-Contract Integrity Pact** The firm/vendor shall be required to enter into a Pre-Contract Integrity Pact with the Bank. The format is placed at <u>Annexure VII</u>.

Time is the essence of this contract. Vendor shall be required to enter into a proper agreement with the Bank as per the suggested format attached herewith which shall include all the above terms and conditions.

Col AK Jha (Retd) Chief Security Officer

SUBMISSION OF OFFER & SELF-DECLARATION (ON LETTER HEAD OF BIDDER)

Ref. No.

Date:

To **The General Manager** Business support Department (BSD) Central Office Central Bank of India

Dear Sir,

With reference to the above RFP notice, having examined and understood the instructions, terms and conditions forming part of the RFP forms, we hereby enclose our offer for the supply of the SRD as detailed in your above referred notice. We have Dealers-Sales and Service network for security equipment at under mentioned Zones:

Sr No	Zone	SAFES AND STRONG ROOM DOORS & ACCESSORIES CAN BE PROVIDED (YES/ NO)
1.	Ahmedabad	
2.	Bhopal	
3.	Chandigarh	
4.	Chennai	
5.	Delhi	
6.	Guwahati	
7.	Hyderabad	
8.	Kolkata	
9.	Lucknow	
10.	Mumbai	
11.	Patna	
12.	Pune	

We confirm that our Annual Turnover for last three years is under:

Sl No	Financial Year	Turnover in ₹ 10 Crore Through Sale of Safes & SRDs only	Profit after Tax (₹)
1.	2019-20		
2.	2020-21		
3.	2021-22		

I/We am/are aware that the empanelment does not guarantee any work order. In the event of getting a contract, I/We agree to honor the obligation with due diligence and efficiency as required by the Central Bank of India.

We confirm that we have not been disqualified/ blacklisted by any Govt. Dept./ RBI/ IBA/ PSU/PSB or any other organization for supply and maintenance of any security Equipment in the last 2 years.

We also agree that in case any poor performance is received from any of our clients, our Bid will be rejected/ disqualified.

We further confirm that the offer is in conformity with the terms and conditions as mentioned in the EOI form.

We also confirm that the offer shall remain valid for 90 days from the last date for submission of the offer.

We understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has the right to reject the offer in full or in part without assigning any reason whatsoever.

We agree to provide required performance guarantee at respective Zone.

I/We agree to all the terms and conditions of the notice.

I/ We also self-declare that if I/ we am/are awarded the contract and I/ we fail to sign the contract, or to submit the performance security before the deadline defined in the RFP, I/ we will be suspended for the period of three years from being eligible to submit Bids for contracts with the Bank.

We also confirm that the above products meet the Technical specifications/ features, as per the EOI.

Yours faithfully,

Authorized Signatories (Name & Designation, seal of the firm)

E-Mail address:

Contact No:

ORIGINAL EQUIPMENT MANUFACTURER'S (OEM) PROFILE (TO BE TYPED ON APPLICANT'S PRINTED LETTER HEAD)

Important:

- Please type or handwrite in capital letters
- Attach copies of the supporting documents
- Please use addition sheets if required

Sr No	Description	Remarks
a.	Name of the applicant/ organization Address of the Registered Office Address of office at Mumbai. (Phone Nos, Email ID & Contact Person)	
b.	Year of establishment	
c.	Type of the organization (Whether sole proprietorship, Partnership, Private Ltd. or Ltd. Co. etc.) (Enclose certified copies of documents as evidence)	
d.	Name & qualification of the Proprietor/ Partners/ Directors of the Organization / Firm a) b) c) Enclose certified copies of document as evidence	
e.	Details of registration – Whether Partnership firm, Company, etc. Name of Registering Authority, Date and Registration number. Enclose certified copies of document as evidence	
f.	Whether registered with Government/ Semi – Government/ Municipal Authorities of any other Public Organization and if so, in which class and since when? (Enclose certified copies of document as evidence)	
g.	No. of years of experience in the field and details of work in any other field. Whether ISO certified, furnish the details.	
h.	Area of business activities other than manufacturing security equipment, if any, and place of business.	
i.	Registration of firm under Shop & Establishment Act 1948	
j.	Address of Mumbai office through which the proposed work of the Bank will be handled and the Name & Designation of officer in charge.	
k.	Yearly turnover of the organization during last 3 years (year wise): 2019 - 20 2020 - 21 2021 - 22	
1.	Name & Address of Bankers (Solvency certificate from a Bank to be enclosed for indicating satisfactory financial capacity of the organization)	1. 2. 3.
m.	Enclose copy of latest income tax clearance certificate.	
n.	PAN No.	

-	Details of registration for sales tay/CST	
0.	Details of registration for sales tax/GST	
<u>р</u> .	Empanelment/ Rate Contract with other Companies/PSUs	
	Furnish the names of 3 responsible persons along with their	1.
	designation, address, Mobile. No., email etc., for whose	
q.	organization, you have completed the above mentioned jobs and	2.
	who will be in a position to certify about the performance of	
	your organization.	3.
	Other infrastructural information to be used/ referred for this	
	project.	
	List of available plants, equipment etc.	
	Workshop Facilities:	
	Location	
	Land	
	Type of Area	
r.	Type of Structure	
	Facilities	
	a)	
	b)	
	c)	
	Testing and Repairing Facilities (Give details).	
	Research and Development facility: If any in Technology up	
	gradation including energy conservation – (give details).	
	Whether any Civil Suit/ litigation arisen in contracts executed/	
	being executed during the last 10 years. If yes, please furnish	
s.	the name of the project, employer, Nature of work, Contract	Attach a separate sheet if
	value, work order and brief details of litigation.	required.
	Give name of court, place, and status of pending litigation.	
	Information relating to whether any litigation is pending before	
	any Arbitrator for adjudication of any litigation or else any	
t.	litigation was disposed off during the last ten years by an	
	arbitrator. If so, the details of such litigation are required to be	
	submitted.	
	Have you been ever disqualified or levied penalty by the bank in	
u.	past for non-fulfillment of the contractual obligations. If yes,	
	please provide details.	
	Have you in past carried out any works for Central Bank of India	
v.	or its subsidiaries? If yes, give details.	
w.	Office Premises, Area, etc where manufacturing facilities exist.	
х.	Capacity of Production of security equipment	
	Name and number of manufacturing machine (Major &	
у.	Important)	
Z.	Number of Engineers	
aa.	Software Machinery used for manufacturing.	
bb.	In house testing facilities & accreditation	
cc.	Any other information	

I/ We confirm that to the best of our knowledge this information is authentic and accept that any deliberate concealment will amount to disqualification by the Bank at any stage.

Stamp and Signature of the Bidder

ANNEXURE III ELIGIBILITY CRITERIA FOR SHORT LISTING (PRE- QUALIFICATION)

Sr No	Criteria	Documentary Proof/ Remarks
a)	The Original Equipment Manufacturer (OEM) must be registered under applicable companies Act since at least 10 years.	
b)	The Bidder should have <u>Valid BIS Licenses</u> for manufacture of the Product (SRD) which they intend to offer.	Copy of the license to be enclosed.
c)	The manufacturers must be the <u>Original Equipment</u> <u>Manufacturers (OEM)</u> with <u>In-house lock</u> <u>manufacturing facility</u> .	Manufacturing License issued by competent authority should be submitted as proof thereof.
d)	The OEM should have been in the business of Manufacturing/Supply & Installation of Bank, Currency Chest and Vault Room related Security equipment for at least 5 years as on 31 Mar 2022.	Relevant purchase orders to be enclosed along with current dated Service Performance Certificates. Even purchase orders in hand pending supply shall also be considered.
e)	The firm must have an Annual Turnover through sale of Safes & SRDs only for minimum ₹ Ten (10) Crores in each year during the last three financial years. <u>MSEs/others, as applicable as per Govt Policy,</u> which are not Start-Ups should read minimum 8 Crores instead of ₹ 10 Crores.	Auditor's Certificate for the Turnover Certificate on sale of Safes & SRDs not less than ₹ Ten (10) Crores in each year during the last three financial years to be enclosed. <u>Valid certificate for claiming the relaxation/</u> <u>exemptions</u> .
f)	The vendor/firm should have positive net worth & must be in profit for the last three Financial Years.	Auditors Certificate be enclosed
g)	Manufacturers should have been empanelled with at least two (02) Public Sector Banks for supply of SAFE/SRD.	Certificate be enclosed
h)	The manufacturers should be in possession of an authentic PAN, GST, ESIC & EPF (Provident Fund) with distinguished registration numbers allotted by competent authorities.	Details of the same are required to be submitted with the Bid
i)	The vendor/firm should be ISO 9001-2015 or later certified	Enclose certificate
j)	The company/vendor shall <u>not have been blacklisted</u> or <u>INVOLVED IN LITIGATION</u> by any Govt. Dept./ RBI/ IBA/ PSU/PSB or any other organization for supply and maintenance of any Security Equipment in the last 2 years nor should their name have figured in the IBA Caution List in the last 2 years.	Undertaking is required to this effect
k)	The vendor should have National Presence, own Authorized Centre with Dealers of the Company in all the states except NE States. However, as far as NE States are concerned, the firm should have at least one Local Dealer. (Franchisees shall not be considered)	 List of Authorized Centers/ Dealers should be submitted with address and contact numbers. The list must include the GST Numbers. (The above information shall be checked by the Bank through its own sources)
1)	Purchase Preferences through MSEs, Startup, Make in India, MEITY & DoT	Refer <u>Annexure III-A</u> .
m)	Restrictions on procurement from bidders of countries sharing land border with India as per Ministry of Finance Order (Public Procurement No. 1) dated 23 rd July, 2020	Refer <u>Annexure III-B</u> .

PURCHASE PREFERENCES

Purchase Preference to Micro and Small Enterprises (MSEs) and Startups and Purchase Preference linked with Local Content (PP-LC) shall be applicable subject to full compliance of other terms and conditions of the RFP and Contract. Following are the conditions applicable as per the Government of India Guidelines on Purchase Preference.

1. MICRO & SMALL ENTERPRISES [MSEs]:

Procurement through MSEs (Micro & Small Enterprises) will be done as per the Policy guidelines issued by the Ministry of Micro, Small & Medium Enterprises vide Gazette notification no. D.L.-33004/99 dated 23.03.2012 and as amended from time to time. Following are the conditions applicable as per the Government of India Guidelines:

- 1.1. MSEs should provide proof of their being registered as MSE (indicating the Terminal Validity Date of their Registration) for the item under Tender/ RFP along with their offer, with any agency mentioned in the Notification, including:
 - 1.1.1.District Industries Centers or
 - 1.1.2.Khadi Village Industries Commission or
 - 1.1.3.Khadi & Village Industries Board or
 - 1.1.4. Coir Board or National Small Industries Corporation or
 - 1.1.5.Directorate of Handicrafts & Handloom or
 - 1.1.6. Any other body specified by the Ministry of Micro, Small & Medium Enterprises.
 - 1.1.7. For ease of registration of Micro and Small Enterprises (MSMEs), Ministry of MSE has started Udyog Aadhaar Memorandum which is an online registration system (free of cost) w.e.f. 18th September, 2015 and all Micro & Small Enterprises (MSEs) who are having Udyog Aadhaar Memorandum should also be provided all the benefits available for MSEs under the Public Procurement Policy for Micro and Small Enterprises (MSEs), Order 2012.
- 1.2. MSEs are exempted from paying Application fee/cost & EMD, subject to furnishing of valid certificate for claiming Exemption.

2. STARTUP

No exemptions/relaxation shall be given to the STARTUP owing to the criticality and the sensitivity of the project. (Ref: As defined in the Gazette notification No DL-33004/99 dated 11.04.2018 of Ministry of Commerce and Industry and as amended from time to time)

3. Procurement through Local Suppliers (MAKE IN INDIA)

Department for Promotion of Industry and Internal Trade, in partial modification (Paras 2. 3, 5, 10 & 13) of Order No P-45021/2/2017-B.E.II dated 15 6.2017 as amended by Order no. P-45021/2/2017-BE dated 28.05.2018, Order no. P.45021/1/2017-BE-II dated 29/05/2019 and Order no. 45021/2/2017-BE-II dated 04.06.2020 hereby issued the revised "Public Procurement (Preference to Make in India), Order 2017" dated 16.09.2020 to be followed to promote manufacturing and production of goods and services in India under "Make in India" initiative.

<u>Note</u>: The bidder should refer to detailed circular(s) issued by the concerned Ministry/Department of the Govt. of India.

ANNEXURE III-B

<u>CERTIFICATE</u> <u>NEIGHBOURING COUNTRY CLAUSE</u>

(On letter head of the Company/ Firm)

To,

The General Manager Business Support Department (BSD) Central Bank of India, Central Office Chandermukhi, Nariman Point Mumbai - 400021

Request for Proposal (RFP) Ref:

- 1. This is to certify that we have read the clause regarding restrictions on procurement from bidders of countries sharing land border with India as per Ministry of Finance Order (Public Procurement No. 1) dated 23rd July, 2020. Further, it is certified that our company is neither from a country sharing land border with India nor our company is an entity as under:
 - a. An entity incorporated, established or registered in such a country
 - b. A subsidiary of an entity incorporated, established or registered in such a country
 - c. An entity substantially c o n t r o l l e d through entities incorporated, established or registered in such a country.
 - d. An entity whose beneficial owner (as per definition attached) is situated in such a country
 - e. An Indian (or other) agent of such an entity
 - f. A natural person who is a citizen of such a country
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

Place:

Date:

Signature:

Name & Designation

Company Seal

<u>Note</u>: The bidder should refer to detailed circular(s) issued by the concerned Ministry/Department of the Govt. of India.

TECHNICAL ASESSMENT BASED ON QUALITY PARAMETERS (To be typed on applicant's printed letter head)

Sr No	Criteria	Tick Appropri ate option	Marks	Supporting Documents
1.	 Registration under Companies Act. More than 14 years More than 10 to 14 Years Minimum 10 Years 		10 06 03	Copies of Registrations
2.	 Annual Turnover through Safe & SRD Sale for the previous three FYs 2021-22, 2020-21, 2019-20 Above ₹ 40 Crores ₹ 20 Crores to 40 Crores ₹ 10 Crores to 20 Crores 		15 10 05	CA Certificate Indicting the Turnover duly signed and stamped.
3.	 ISO Certifications. ISO 9001 (Quality Management System) is Mandatory. ISO 18000 (Occupational Health and Safety) ISO 14000 (Environment) All three Certifications ISO 9001 and any one of the other two Certificates Only ISO 9001 		10 06 03	Relevant Certifications
4.	Solvency Certificate for ₹4 Crores (latest issued within 6 months) • Above ₹ 10 Crores • More than ₹4 Cr to 10 Crores • Upto ₹4 Crores		10 06 03	Relevant Documents
5.	 Safe & SRD Equipment with In house Lock Manufacturing by OEM More than 15 years 10 to 15 years 5 to 10 years 		10 06 03	Declaration
6.	 Dealer- Sales and Service network. Vendor with own Authorized Centre with Dealers of the Company in all the states Vendor with own Authorized Centre with Dealers of the Company in all the states with at least one Local Dealer in NE States. 		08 04	Details of network with name, address, contact number, e- mail of <u>Dealer /</u> <u>Service Engineer</u> .

7.	Empanelment		Documentary proof
7.	Empanelled with more than 5 PSBs		of empanelment
	 Empanelled with note than 5 FSBs Empanelled with 3 to 5 PSBs (more than 	08	or empariement
	• Empanened with 5 to 5 FSBs (more than 2 items)	06	
	 Empanelled with any 2 PSBs (2 items) 	03	
8.	Consistency in Manufacturing Process.		Product
0.	(a) Processes Automation.		Manufacturing flow
	Anti-Corrosion Process		chart indicating
	 Welding process 		Automatic/ Manual
	Minor processes		Processes
	• Winor processes		
	Automatic	08	
	Semi-Automatic	05	
	Manual	03	
	(b) Quality Assurance Check		Inspection formats.
	Incoming Inspection		The same would be
	• In Process Inspection		checked and
	• Pre Dispatch (final product) Inspection		evaluated against
			the marks
	All 3 stages of Q.A. Inspection	08	submitted by the
	Any 2 stages of Q.A. Inspection	05	firm during the
	No Inspection	03	factory visit.
9.	Manufacturing Capacity (in Numbers).		CA certificates for
	Combined figure of Safes & Strong Room Doors		last 3 FYs
	(all types) Annually		indicating Nos of
	• 80 and above	08	units manufactured
	• 40 to 80	06	
	• Less than 40	03	
10	0 5		Work order copies
	Govt/ Semi Govt/ Pvt Organisations (each):	05	
	• Above ₹ 50 lakhs	03	
	• Above ₹ 25 lakhs to 50 lakhs	02	
	• Above ₹ 10 lakhs to 25 lakhs	00	
	• Less than 10 lakhs		

Note:

- > The Technical bid of the bidder shall be evaluated based on above details.
- > The bidder should Tick the column correctly. Each column contains some marks.
- The bidder who obtains minimum 70% marks will only qualify for Empanelment cum Rate Contract for Supply and Installation of Security equipment.

SAFE (BB/ A/ AA)

SPECIFICATIONS:

The safe should conform to IS 550 (Part 1): 2022 OR the latest BIS STANDARD with the following <u>additional features</u> as mentioned below:

Gold/Cash Safes

- The safe should have electronic system capable of integration with existing Alarm Control Panel installed in branches.
- Must have Biometric Lock.
- Duress alarm Under Duress opening, the safe should open with a time delay.
- The safe shall have sensors to detect forced attempts to open the safe.
- Capability to communicate to at least 5 Pre-designated telephone Nos.
- The safe shall have drawers with label holder for organized gold storage.
- The lock of the Gold loan safe door shall have mechanism which disables key withdrawal in lock open condition.
- The lock of the Gold loan safe drawers shall have an arrangement which enables the user to remove the key ONLY IF the drawer is in closed position.
- The system shall allow only one drawer to be opened at a time for secured operations.
- The key of the Drawer must have a feature that unless until the drawer is in a locked position the key cannot be removed from the drawer.

SAFE WITH SAFE DEPOSITE LOCKERS

SPECIFICATIONS:

- Ultimate tensile Strength (UTS) of the steel used in safe to be minimum 270 MPa.
- Engagement of lock bolt with locking bars to be minimum 5 mm.
- All locks to have minimum 8 levers made of brass.
- Keys for the lock shall be of stainless steel or any other non-ferrous material.
- Each Key lock shall be fitted with Automatic relocking device.
- Coating thickness to be minimum 50 Microns for powder coating and minimum 70 Microns for liquid paints.
- Total thickness of steel plate across the safe wall shall be minimum 7 mm subject to a minimum nominal thickness of 2 mm.
- Thickness of door slab over the rebate shall be minimum 14 mm for sizes upto 850 & minimum 18 mm for sizes above 850.
- Thickness of door over the bolt work to be minimum 25 mm.
- Size of each shooting bolt (Area of Bolt Section) to be minimum 800 sq mm.
- Depth of engagement of bolts to be minimum 15 mm.

Additional Features:

- The safe should have electronic system capable of integration with Alarm Control Panel.
 - Biometric Lock
 - Duress alarm Under Duress opening, the safe should open with a time delay.
 - Capability to integrate with existing Alarm System of the Branch/ Office.
 - The safe shall have sensors to detect forced attempts to open the safe and should communicate with the control panel to raise Alarm or alerts
 - Capability to communicate to at least 5 Pre-designated telephone numbers.
- The primary lock (lessee's lock) shall be 7 lever technology
- The Custodian lock will be 7 lever technology
- Each locker should have light which work on motion based technology during operations

STRONG ROOM DOORS (CLASS - B/ A/ AA)

SPECIFICATIONS:

- 1. The Door must conform to BIS specifications IS 11188 (Part 1): 2014 or the latest BIS Standard and must be labelled as such.
- 2. Ultimate Tensile Strength (UTS) of the steel used in safe to be minimum 270 MPa.
- 3. All locks shall be of dual control type having minimum 8 levers.
- 4. Keys for the lock shall be of stainless steel or any other nonferrous material.
- 5. Each Key lock shall be fitted with Automatic relocking device.
- 6. Coating thickness to be minimum 50 Microns for powder coating and minimum 70 Microns for liquid paints.
- 7. Thickness of door slab over the rebate shall be minimum 29mm/65mm/90mm/150mm for class B, A, AA & AAA respectively.
- 8. Thickness of door over the lock to be minimum 50 mm/ 75mm/100 mm/160 mm for class B, A, AA & AAA respectively.
- 9. Diameter of each shooting bolt to be minimum 38 mm/ 50 mm/ 50 mm/65 mm for class B, A, AA & AAA respectively.
- 10. Depth of engagement of bolts to be minimum 15 mm for B, A & AA & 20 mm for AAA.
- 11. The Accessories of SRD include Grill gate, Ventilator, 'V' Cage and Exhaust Fan.
- 12. A ventilating grill gate should be hinged to the Strong Room door frame to open inward. The ventilating grill gate should be made of mild steel angles, plates or channels with mild steel rods welded in a rigid frame. An un-pickable dual control locking device capable of being operated from both the sides of the door shall be fitted on the grill gate.
- 13. The shooting bolt mechanism of the Strong Room door shall be controlled by two high-precision dual-control un-pickable special-key lock of minimum 10 levers in case of Class 'A' door and 8 levers in cases of class 'B' doors. The locks should be provided with stainless steel keys in duplicate. The keys should be double bitted in case of class 'A' doors and single or double bitted in case of class 'B' doors.
- 14. For the locking mechanism, shooting bolt mechanism and the construction of the Strong Room Door shall be such as to facilitate providing and fixing a time lock at any later date.
- 15. The Strong Room doors should have been certified by the Bureau of Indian Standards (BIS) as Class 'B' or Class 'A' or Class 'A', the strong room doors shall bear a metallic BIS Label, which inter alia should contain the following information:
 - Manufacturer's Brand Name
 - Class & Rating of Strong Room (Vault) door, i.e. Class 'B' TRTL 30 FR30 or Class 'A' TRTL 60
 - Serial Number of the door
 - Year of manufacturing of Strong Room door
 - The 'ISI' mark of BIS (along with the Standards No., i.e., IS 11188)
 - The CML Number allotted by the BIS to the Manufacturer.
- 16. Technical specifications for Air Ventilator
 - Only BIS certified (labelled) Air Ventilator of class "B", "A", & "AA" as per BIS specifications given in IS 14387: 2005 shall be procured by the Bank.

EMPANELMENT CUM RATE CONTRACT WITH OEMs FOR SAFES & STRONG ROOM DOORS WITH ACCESSORIES FOR BRANCHES/ OFFICES (PAN INDIA)

COMMERCIAL BID

STRONG ROOM DOORS

Strong Room Door (Class) with	Price per Unit (₹) excluding GST	AMC for Electronic gadgets for 4 years	Buyback of the existing/old SRD (₹) excluding GST	Final Price (₹) excluding GST
Accessories	Ι	II	III	IV = (I + II) - III
В				
Α				
AA				

SAFES

SAFE (Class)	Price per Unit (₹) excluding Tax		AMC for Electronic gadgets for 4 years	Buyback of the existing/old SAFE excluding GST (₹)		Final Price (₹) excluding GST	
		I	II	III		IV = (I + II) - III	
Size of the Safe	49''	61''		49'' 61''		49''	61''
BB							
Α	A						
AA							
Jewel Safe BB							
Jewel Safe A							
Jewel Safe AA							

NOTE:

- Bids must be submitted in the above format **ONLY**.
- <u>**RATES WOULD BE VALID IRRESPECTIVE OF A BUYBACK</u></u>. Meaning that even if a new Safe/ SRD has to be installed directly without there being a Buy Back, the same price will be considered.</u>**
- Price per Unit (Column I of the Table on the Top) will include all parameters, viz. rate for removal of old SRD (as applicable), transportation, handling, installation of new SRD including civil work, (as applicable).
- MINIMUM quoted rate of (Column I of the Table on the Top) will be the Start Price for further lower quotes during the Reverse Auction Process.
- The MAXIMUM quoted Buy Back Rate of (Column II of the Table on the Top) will be the Start Price of the Reverse Auction Process for further higher quotes.
- The prices should be exclusive of GST which will be paid as per actuals.
- For SRD The Accessories include Grill gate, Ventilator, 'V' Cage and Exhaust Fan.
- **For SRD** Rates of individual accessories would be provided by the L1 firm within 30 minutes of the finalization of Reverse Auction.
- For Safe The rates would be compared with the Govt. e-Marketplace (GeM) for award of purchase order.

<u>INTEGRITY PACT</u> (REF: CVC Circular No.007/VGL/033/396514 DATED 28 SEP 2018)

Central Bank of India hereinafter referred to as "The Principal" and

...... hereinafter referred to as "The Bidder/ Contractor"

Preamble

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders) the same information and will not provide to any Bidders) confidential/ additional information through which the Bidders) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2)If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

- (1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary prevent corruption. The Bidders)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:
 - a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract
 - b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This

applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

- The Bidder(s)/ Contractor(s) will not commit any offence under the relevant c. IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for gain, or pass competition or personal on to others. purposes of any information or document provided by the Principal as part of the business relationship, regarding plans. technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/ Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India. if Similarly. anv. the Bidder(s)/ Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further. as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees (₹) only.
- e. The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. Bidder(s)/ Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- g. The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidders)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidders)/ Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4 - Compensation for Damages

- (1)disqualified If the Principal has the Bidders) from the tender process prior to the award according to Section 3. the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

(1)The Bidder declares that no previous transgressions occurred in the last three years with any other Company any country conforming the in to India anti-corruption approach with anv Public Sector Enterprise or in that could justify his exclusion from the tender process.

(2)the Bidder makes incorrect statement this subject. be If on he can disqualified from the tender process or action can be taken as the per procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 - Equal treatment of all Bidders/ Contractors/ Subcontractors

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

- (1)The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- to instructions by the representatives of (2)The Monitor is not subject the performs neutrally The parties his/her functions and independently. and Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He/ she reports to the Managing Director & Chief Executive Officer (MD & CEO), Central Bank of India.
- (3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction all Project documentation of the Principal to including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest. Unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform MD & CEO, Central Bank of India and recuse himself/ herself from that case.
- The Principal will provide to the (5) Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between Principal the and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement. he/she will inform the Management the Principal and SO of request the Management to discontinue or take corrective action. or to take other relevant action. in submit non-binding The monitor can this regard

recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- (7) The Monitor will submit a written report to the MD & CEO, Central Bank of India within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situation.
- (8) If the Monitor has reported to the MD & CEO, Central Bank of India, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the MD & CEO, Central Bank of India has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word '**Monitor**' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders months alter the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it discharged/ determined by MD & CEO, Central Bank of India.

Section 10 - Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai, Maharashtra.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty / Guarantee etc, shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)

(For & On behalf of Bidder/ Contractor)

(Office Seal)

Place _____

Date _____

Witness 1:

(Name & Address)

(Office Seal)

Witness 2:

(Name & Address)